

RECORDATION NO 7090-A, B FILED 1425

RECORDATION NO 17282 FILED 1425

APR 11 1991 -12 40 PM

APR 11 1991 -12 50 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

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Attorneys at Law

RECORDATION NO 17282-A, B, C FILED 1425

April 10, 1991

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INTERSTATE COMMERCE COMMISSION

Mr. Robert Peters
Agency Department
Federal Document Retrieval
810 First Street
Suite 600
Washington, DC 20001

1-101A010

Re: Fleet Credit Corporation

Dear Rob:

Pursuant to instructions from your office, I am enclosing the following documents for recording in the order indicated with the Interstate Commerce Commission on Thursday, April 11, 1991:

1. Agreement Terminating Lease between Unionbanc Leasing Corporation as Lessor and Beazer West, Inc. (formerly known as Gifford-Hill & Company) as Lessee - 2 original copies.
2. Bill of Sale dated March 30, 1990 from Beazer West, Inc. (formerly known as Gifford-Hill & Company) as Seller and Fleet Credit Corporation as Buyer - 2 original copies.
- ✓ 3. Agreement of Lease dated December 26, 1990 between Fleet Credit Corporation as Lessor and Beazer West as Lessee - 1 original and 1 copy.
4. Lease Schedule dated March 30, 1991 - 2 original copies.
5. Certificate of Acceptance dated March 30, 1991 between Beazer West, Inc. and Fleet Credit Corporation - 2 original copies.
6. Sublease Agreement dated December 26, 1990 between Beazer West, Inc. as Sublessor and Subsidiaries as Sublessee - 1 original and 1 copy.

Please record the enclosed documents as soon as possible on Thursday. The recordings must be cross-referenced between all of the parties listed for each document, including Gifford-Hill & Company when it is listed as a predecessor to Beazer West, Inc.

Quoted to Mr. H. Hill

HINCKLEY, ALLEN, SNYDER & COMEN

Mr. Robert Peters
April 10, 1991
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After recordation, please do a search of the records under the names of Gifford-Hill & Company and Beazer West, Inc. through the most recent date as possible. Please telecopy the results of the search and evidence of the recordings to my attention at (401) 277-9600.

Originally recorded copies should be sent to me by federal express upon receipt. Call me immediately if you have any questions or if you encounter any problems.

Very truly yours,

Laurie C. Wilkins

Laurie C. Wilkins
Legal Assistant

Enclosures

cc: Elizabeth M. Myers
James S. Judd

FEDERAL EXPRESS #7111279685

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LEASE SCHEDULE NO. 30584-1 INTERSTATE COMMERCE COMMISSION

1. Lessor and Lessee have entered into an Agreement and Lease dated as of December 26, 1990, including this Lease Schedule (collectively, the "Agreement"), pursuant to which Lessor and Lessee have agreed to lease the equipment described in Schedule A hereto (the "Units"). Lessee reaffirms all of it's representations, warranties and covenants set forth in the Agreement, all of the terms and provisions of which are incorporated herein by reference, as of the date hereof and further certifies to Lessor that Lessee has selected the Units and has received and approved the purchase order, purchase agreement or supply contract under which the Units will be acquired for purposes of this Agreement.
2. The assumed Lessor's Cost of the Units: \$512,500.
3. a. Term. The Base Lease Term is 60 months commencing on the Base Lease Term Commencement Date as set forth in the Certificate of Acceptance to this Lease Schedule (attached hereto and incorporated herein by reference) plus any partial period between the Acceptance Date of the Units as set forth in the Certificate of Acceptance and the Agreement Term Commencement Date.
- b. Rental Payments. Lessee shall pay Lessor Interim Rent and Basic Rent in the amount set forth in the Certificate of Acceptance to this Lease Schedule, in accordance with Section 4.2 of the Agreement.
4. The Units will be located at the locations specified in Schedule A hereto.
5. Lessor will invoice Lessee for all sales, use and/or personal property taxes as and when due and payable in accordance with applicable law, unless Lessee delivers to Lessor a valid exemption certificate with respect to such taxes. Delivery of such certificate shall constitute Lessee's representation and warranty that no such tax shall become due and payable with respect to the Units and Lessee shall indemnify and hold harmless Lessor from and against any and all liability or damages including late charges and interest which Lessor may incur by reason of the assessment of such tax.

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

Dated as of March 30, 1991

By execution hereof, the signer certifies that he has read, accepted and duly executed this Lease Schedule to the Agreement and Lease on behalf of Lessee.

LESSOR: FLEET CREDIT CORPORATION

LESSEE: BEAZER WEST, INC.

By: [Signature]

By: [Signature]

Title: VP + Counsel

Title: Treasurer

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

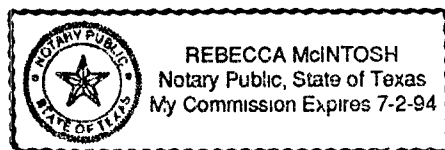
In Providence in said county on the 10th day of ^{April} ~~March~~, 1991 before me personally appeared Charles Cross to me known and known by me to be the Charles Cross V.P. of Fleet Credit Corporation and the party executing the foregoing instrument and he/she acknowledged said instrument by him/her to be his/her free act and deed and deed of said Fleet Credit Corporation.

Laurie C. Wilkins
Notary Public
My Commission Expires: June 30, 1992

STATE OF TEXAS
COUNTY OF DALLAS

LAURIE C WILKINS, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires June 30, 1992

In Dallas in said county on the 2nd day of April, 1991 before me personally appeared John H. Gaul to me known and known by me to be the Treasurer of Beazer West, Inc. and the party executing the foregoing instrument and he/she acknowledged said instrument by him/her to be his/her free act and deed and deed of said Beazer West, Inc.



Rebecca McIntosh
Notary Public
My Commission Expires:

SCHEDULE A EQUIPMENT

Attached to and made part of the following documents:

LEASE SCHEDULE NO. 30584-14, UCC-1, ACCEPTANCE CERTIFICATE

with BEAZER WEST, INC. (ACCT. #030584-07).

Thirty-nine (39) 100-ton covered railroad hopper cars manufactured by Ortner Freight Car Company with the following record marks as established by the Association of American Railroads:

1.	GFHX	1001	2.	GFHX	1002
3.	GFHX	1003	4.	GFHX	1004
5.	GFHX	1005	6.	GFHX	1006
7.	GFHX	1007	8.	GFHX	1009
9.	GFHX	1010	10.	GFHX	1011
11.	GFHX	1012	12.	GFHX	1013
13.	GFHX	1015	14.	GFHX	1016
15.	GFHX	1017	16.	GFHX	1018
17.	GFHX	1019	18.	GFHX	1020
19.	GFHX	1022	20.	GFHX	1023
21.	GFHX	1024	22.	GFHX	1025
23.	GFHX	1026	24.	GFHX	1027
25.	GFHX	1028	26.	GFHX	1029
27.	GFHX	1030	28.	GFHX	1031
29.	GFHX	1032	30.	GFHX	1033
31.	GFHX	1035	32.	GFHX	1036
33.	GFHX	1037	34.	GFHX	1038
35.	GFHX	1039	36.	GFHX	1040
37.	GFHX	1041	38.	GFHX	1042
39.	GFHX	1043			

All of the foregoing Units will be located within the United States of America.